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Property of Cook County Clerk's Office

3508102

Attest: MORGAN M. FINLEY, Clerk.

RICHARD J. ELROD, Sheriff

RICHARD M. DALEY, State's Attorney

Judge of the Circuit Court of Cook County:

PRESENT: - The Honorable, **LOUIS J. HYDE**

of the United States of America, the two hundredth and ..... eighth  
in the year of our Lord, one thousand nine hundred and ..... 83  
Court, at the Court House in said County, and State, on ..... October, 19th,  
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said

**LOUIS J. HYDE**

STATE OF ILLINOIS,  
COUNTY OF COOK,  
ss.

UNITED STATES OF AMERICA

2. That the Petitioner is now and for more than one

and of the parties hereto.

1. That the Court has jurisdiction of the subject matter

Certificate of said evidence is filed herein, BOTH FINES, having duly been informed and advised in the premises, and the Court having heard the testimony in open Court, and the Respondent appearing by Najarian & Najarian as his attorneys, person and by RICHARD S. SPECTOR, LTD., as her Attorney, and though default, and the Petitioner appearing in her own proper the parties that this be heard as an uncontested matter as Petition for Dissolution of Marriage, and the Stipulation of THIS CAUSE, coming on for Hearing on the Petitioner's

JUDGMENT FOR DISSOLUTION OF MARRIAGE

Respondent.

DENNIS J. HART,

and

Petitioner,

ANNE HART,

IN RE: THE MARRIAGE OF

No. 82 D 15343

AGREEMENT ATTACHED

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - DOMESTIC RELATIONS DIVISION

ENTERED  
CLERK OF THE CIRCUIT COURT  
OCT 18 1983  
JAMES J. HART

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

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words and figures as follows:

has been presented to the Court for its examination, and is in Agreement dated the 7th day of September, 1983; Said Agreement of maintenance, and all other rights of the parties hereto, said settling, adjusting and determining the property rights, questions 7. That the parties have entered into a written Agreement

the equities of this cause are with the Petitioner. contained in the Petition For Dissolution Of Marriage, and that material and relevant proof, all of the allegations and charges 6. That the Petitioner has established by competent,

without fault or provocation on the part of Petitioner; as alleged in Petitioner's Petition For Dissolution Of Marriage

5. That Respondent has been guilty of mental cruelty adopted by the parties and the Petitioner is not now pregnant. Daniel, age 14; and Margaret, age 10; That no children were result of said marriage, said children being Patrick, age 16; 4. That three children were born to the parties as a

on August 21, 1965 in Mount Prospect, Cook County, Illinois. 3. That the parties were lawfully joined in marriage

of the County of Cook and the State of Illinois. Petition For Dissolution Of Marriage has been an actual resident year continuously and immediately preceding the filing of this

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G. Whereas the wife has engaged RICHARD S. SPECTOR, LTD., as her Attorney and the Husband has engaged NADARIAN & NADARIAN, as his Attorneys; and

F. Whereas each party will make a full, fair and complete disclosure to each other of all their assets including the income derived therefrom by exchanging affidavits of assets held or transferred within the last two years of this date including bank accounts, interest as trustee or beneficiary of trusts, royalties, bonds, stocks, securities and real estate, prior to the entry of any judgment for Dissolution of Marriage in the case now pending;

E. Whereas the wife is presently employed and earns approximately Twenty Three Thousand (\$23,000) Dollars per year, and the Husband is presently employed and earns approximately Forty One Thousand (\$41,000) Dollars per year; and

D. Whereas the wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, County Department, Domestic Relations Division, Case No. 82 D 15343; and

C. Whereas certain irreconcilable and unfortunate differences have arisen between the parties which have rendered impossible a continuation of the marital relationship existing between them; and

B. Whereas three children were born to the parties, namely PATRICK HART, born December 13, 1966; DANIEL HART, born November 13, 1968; and MARGARET HART, born November 6, 1972; and no children were adopted, nor is the wife now pregnant; and

A. Whereas the parties hereto were lawfully joined in marriage on August 21, 1965, in Mount Prospect, Illinois and are estranged and living separate and apart from each other; and

WITNESSETH:

THIS AGREEMENT made and entered into this 7th day of September, 1983, between ANNE HART, of Evanston, Illinois, (hereinafter sometimes referred to as the "Wife"), and DENNIS J. HART, of Evanston, Illinois, (hereinafter sometimes referred to as the "Husband");

PROPERTY SETTLEMENT AGREEMENT

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1. The foregoing recitals are hereby made a part of this Agreement.

Right of Action

ARTICLE I

I. Whereas without any collusion as to the pending proceedings, or any other proceedings that may be filed between the parties affecting the marital status of the parties, and in the interest of avoiding protracted litigation, the parties consider it to be to their respective best interest to settle, adjust and compromise between themselves now and forever, the settlement of the property rights of the parties, the payment of the attorneys fees, and the disposition of all claims whether arising under the laws of Illinois or any other State or County, for or on account of any matter whatever, and all rights whether arising by virtue of the marriage of the parties hereto or otherwise which each party hereto ever had, now has or may have in the future, or may claim to have, whether arising under the laws of Illinois, or any other State or County, in or to any and all property real, personal or mixed, tangible or intangible now, heretofore or hereafter owned or possessed by the other party hereto, including without limitation of the foregoing, all inchoate and other rights of dower and courtesy and all rights of homestead, inheritance, descent, distribution and community interest and surviving spouse's award.

Each party expressly states that no representation has been made to him or to her by the other party or the Attorney for the other party other than what is contained in the Agreement; and

The legal effect of each provision of this Agreement.

- a. Their legal rights and duties as between the parties;
- b. The range of what the Court might order if called upon to decide the case as a contested matter; and
- c. The legal effect of each provision of this Agreement.

H. Whereas both parties expressly state that they have fully and voluntarily entered into this Agreement of their volition free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; each party states that the following has been carefully explained to them:

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3. The husband and the wife shall share in the tuition expenses of the education of each of the minor children for four consecutive years of full time instruction beyond the high school level according to their abilities to pay and the child's aptitude.

- a. Child reaching the age of 18 years or graduation from high school, whichever occurs later; or
- b. The child's marriage, death or full employment prior to reaching the age 18 years; or
- c. The child no longer residing at the principal and primary residence on a permanent basis not including vacations and school away from home.

2. Emancipation event for any said minor child of the parties herein shall occur on the earliest to happen of the following events:

1. The parties hereby agree and acknowledge that each is a fit and proper person to have the care, custody, education and control of the minor children of the parties. The parties further agree that the principal and primary residence of the minor daughter, MARGARET HART, shall be with the wife and secondary residence of said minor child shall be with the husband. The parties further agree that the principal and primary residence of the minor sons of the parties, PATRICK HART and DANIEL HART shall be with the husband and the wife shall have liberal rights of visitation with the minor children in the principal residence of the other party. The husband shall pay to the wife as and for child support for the minor child, MARGARET HART, the sum of Seventy Five (\$75.00) Dollars per month payable on the first day of each month, commencing upon the effective date of a judgment for Dissolution of Marriage in the pending case herein and continuing until the emancipation of said child pursuant to the terms set out herein. The wife shall not be responsible for contributions for the support of the minor sons of the parties.

Custody and Child Support

ARTICLE II

2. This agreement is not made to induce either of the parties hereto to obtain or stimulate a judgment for Dissolution of Marriage. Both parties reserve the right to file such actions in the future as they may deem appropriate with respect to the marital status of the parties and the opposing parties reserve the right to defend such actions and to interpose all appropriate defenses with reference thereto.

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*Handwritten initials*

3: The term "Extraordinary" as used in this paragraph, shall include, but not by way of limitation, all major dental work, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care but shall not include routine checkups, minor ailments, drug supplies (except as required in the treatment of a serious illness of the minor child or the need for hospital, surgical, optical or orthodontial or extraordinary medical or dental care). Each party shall consult the other before

1. The parties hereto agree that all life insurance policies which they presently have in effect shall be and remain in full force and effect as set forth in Exhibit "A" attached hereto and made a part hereof, with the wife as Trustee for the benefit of the children to remain in effect until the last shall reach the age of 22. The husband and the wife shall be liable for the extraordinary hospital, surgical, optical and orthodontial care, ambulance, x-ray and additional expenses as well as the psychological and psychiatric care of the minor children of the parties as may be determined by the child's needs and to the extent either approved by the parties or determined by the Court upon proper notice and petitions so far as psychological and psychiatric services are concerned. The parties' liability shall be according to their ability to pay.

Insurance and Medical Expenses

ARTICLE IV

1. The husband waives all claims to maintenance and support for himself from the wife. The wife waives all claims to maintenance and support for herself from the husband. Any judgment for Dissolution of Marriage to be entered pursuant hereto shall specifically refer to this waiver by the husband and wife.

Maintenance

ARTICLE III

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Lot 12 in Block 2, in Weber's Seward St. Addition to Evanston, a subdivision of the South one-third of the North three-ninths, of the Southwest Quarter of the Southeast Quarter of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

2. Real Estate: (a) The parties acknowledge that they presently are the fee simple owners, in joint tenancy, of the premises commonly known as 626 Florence, Evanston, Illinois, which is acknowledged to be marital property, said real estate being legally described as follows:

1. Automobiles: The parties hereto agree that the 1980 Pontiac Phoenix, shall be her sole and separate property. Upon entry of the judgment for Dissolution of Marriage herein, the Husband shall convey title thereof to the Wife. The Wife shall be solely responsible for any and all liens or encumbrances on her automobile and for the payment of any insurance premiums thereon. The Husband shall retain as his sole property the 1982 Chevrolet Cavalier and the Wife shall have no interest therein and the Husband shall hold the Wife harmless from any encumbrances thereon. The Husband shall be responsible for the payment of any insurance premiums on his automobile.

Property Settlement

ARTICLE V

incurring expenses in any of those connections, but this shall not apply in cases of emergency or the child's life or health might be imperilled by delay. If the parties cannot agree as to whether the expenses are extraordinary, a Court of competent jurisdiction shall do so upon proper notice and petition even after said expenses incurred.

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That the wife shall execute upon the execution of the non-installment Agreement for Warranty Deed, a Deed to be placed in escrow transferring said interest in the premises herein to the husband upon completion of the conditions under the Articles of Agreement for Warranty Deed and further execute

That the husband shall have sole possession of said premises from and after the entry of a judgment for Dissolution of Marriage herein and shall be solely responsible for all the expenses including the mortgage on said premises and shall hold the wife harmless therefrom.

That the husband shall pay to the wife interest on said principal amount at the rate of 10% per annum in a total amount of \$3,260.00 per year payable in one lump sum at the time of payment of the principal balance due hereunder prorated to the day of final closing on or before 30 months after the entry of a judgment for Dissolution of Marriage herein;

The husband and the wife shall enter into Articles of Agreement for Warranty Deed Non-Installment form in which the husband shall pay to the wife \$32,600.00 not later than three years from the date of entry of a judgment for Dissolution of Marriage herein;

(c) The husband agrees to purchase the wife's one-half (1/2) interest in the net equity in said real estate in a total amount of Thirty-Two Thousand, Six Hundred (32,600.00) Dollars under the following terms and conditions:

(b) That the parties hereto agree that the husband shall purchase the wife's interest in said real estate under an Articles of Agreement for Warranty Deed for a price and under terms as hereinafter set out in sub-paragraph (c). The parties acknowledge that the fair market value of the real estate as determined by an independent appraisal of the property dated May 9, 1983 is approximately \$16,800.00 leaving a net equity in the premises in the amount of \$65,200.00. That upon the entry of a judgment for Dissolution of Marriage in the pending action between the parties herein, the parties further agree that title to the real estate shall be transferred from their names in joint tenancy to their names as tenants in common pursuant to the purchase of the real estate as follows:

all parties holding out for as 1/2

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2 (c) v. The Husband shall maintain fire and extended coverage insurance for the fair market value of the property, with a major carrier, naming the Wife as the co-insured, and shall provide a certificate of insurance to the Wife.

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1. With respect to the husband's pension at the Chicago Board of Education the wife shall have an interest in said property based upon a fraction of each payment. Such fraction is to be shown as the number of years of marriage during which benefits were accumulated up to the date of separation of the parties herein on February 1, 1982, being the numerator and the denominator being the total number of years or months during which benefits were accumulated prior to being paid, then the wife shall be paid an amount equal to 1/2 of that amount. A statement from the Public School Teachers' Pension and Retirement Fund, dated August 16, 1983, is attached hereto as Exhibit "B" and made part hereof.

Pension

1. Except as otherwise agreed herein, the parties shall each be responsible for his or her own debts and obligations from and after February 1, 1982 and each party represents that there are no outstanding bills or obligations pending prior to that time that are not the sole obligation of said party aside from the outstanding first mortgage on the premises.

Debts and Obligations

ARTICLE VI

4. Banks and Other Accounts: The parties hereby agree that the contents of their accounts at the First Federal Savings and Loan Association of Chicago, in Evanston, Illinois and Chicago Federal Savings and Loan in Chicago, Illinois shall be split evenly between themselves. All other accounts owned by the parties, if any, shall be and remain the sole and separate property of that party named in the separate accounts, including the custodial certificate of deposit in the name of the children of the parties at St. Paul Federal. The wife, however, shall have the sole ownership of the St. Paul Capital Investment Plan Shares.

3. Other Personality: The parties agree that the wife shall receive as her own property the following: Stereo, Headboard in master bedroom of marital home, painting by Tom Seliek, all items that were received from her family, including but not limited to the mirror in living room of marital home, and pewter wine cups; the parties agree to divide the china between themselves; they hereby acknowledge that they have divided and are in possession of those items of personal property to which each is entitled, except as otherwise set forth herein and shall hereby waive all claims to any personal property in possession of the other.

all other necessary documents as are required to transfer said property as set out herein.

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1. Attorneys Fees: Each party hereto agrees to pay his or her own attorneys fees.

2. Separate Properties: That except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this Agreement, including in said property, but not limited to, all choses in action, interests as Trustee and Beneficiaries of Trusts, Royalties, Bonds, Stocks, Securities and Real Estate.

3. Mutual Releases: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby/ forever relinquish, release, waive

and forever quit Claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of dower, inheritance, descent, distribution and community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property or assets of the other, real, personal or mixed, of his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectation and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives or assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives or assigns, and devisees for the purpose of enforcing any or all of the rights specified in and relinquished under this Agreement; and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such rights, provided however that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation

General Provisions

ARTICLE VII

6. Incorporation in Judgment for Dissolution of Marriage: In the event either the husband or wife at any time hereafter obtains a divorce in the case presently pending between them this Agreement and all of its provisions shall be incorporated into any such judgment for Dissolution of Marriage either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a judgment for Dissolution of Marriage is entered. The Court on entry of the judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of this Agreement.

5. Waiver of Claim: Each of the parties hereby waives and relinquishes all right to act as administrator or administrator with the will annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all rights of the surviving party hereafter to apply for Letters of Administration in any form, and the estate of such deceased party, if he or she died intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto, respectively, reserving the right to dispose by testament or otherwise of his or her respective property in any way he or she sees fit without restriction or limitation whatsoever, except as otherwise provided herein.

4. Execution of Documents: Each of the parties hereto hereby agrees to execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall and is hereby expressly declared to constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be relinquished and waived.

on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

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NAJARIAN & NAJARIAN  
Attorneys for Respondent  
1137 Central Avenue  
Wilmette, IL 60091  
(312) 251-7272

PREPARED BY:

DENNIS J. HART, Respondent  
*Dennis J. Hart*

ANNE HART, Petitioner  
*Anne Hart*

IN WITNESS WHEREOF, the Husband and wife have hereunto set their respective hands and seals to this Agreement consisting of ten(10) typewritten pages, this page included, on the day and year first above written.

8. Modification of Agreement by Court: In the event any Court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a judgment for Dissolution of Marriage, then any pending proceedings before such Court shall be suspended so that the Husband and the Wife shall have an opportunity to consider said alteration, change or modification by said Court, and, if necessary, renegotiate all or part of this Agreement. In any event, if any Court alters, changes, or modifies any portion of this Dissolution of Marriage, then the entire Agreement shall become voidable at the option of the husband and the wife.

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7. Construction of Agreement: This agreement shall be construed in accordance with the laws of the State of Illinois entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a Court of competent jurisdiction at any time after entry of a judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, and the parties are residents of Illinois. The wife filed an action for Dissolution of Marriage in Illinois. The parties choose and desire for the sake of certainty as well as other considerations to be bound by the law of Illinois.



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1.	CNA #1355821 W-LIFE	\$12,000.00
2.	CNA #1417767 W-LIFE	\$10,000.00
3.	CNA #3016237 W-LIFE	\$ 7,000.00
4.	MONY #1011-3254000 SYR W-LIFE	\$10,000.00
5.	MONY #1079-4667 SYR LP-LIFE	\$ 5,000.00
6.	MONY #1100-3531 LP-LIFE	\$25,000.00

EXHIBIT "A" - INSURANCE



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Exhibit "B"

Property of Cook County Clerk's Office

JFW:cs:ds

James F. Ward  
Executive Director

Sincerely,  
*James F. Ward*

We trust this information is helpful.

An audit of your account shows that as of February 5, 1982 your accumulated contributions plus the accumulated amount contributed on your behalf by the Board of Education totals \$24,277.04.

Dear Mr. Fert:

ES/475-46-5394

Mr Dennis Bert  
626 Florence  
Evanston, Illinois 60202

August 26, 1983

Officers  
President ROBERT T. WILKIE  
Vice President MARSHALL F. KNOX  
Recording Secretary MARGARET A. OLSON  
Financial Secretary MAE M. HUNTER  
Executive Director JAMES F. WARD

Telephone: 641-4654

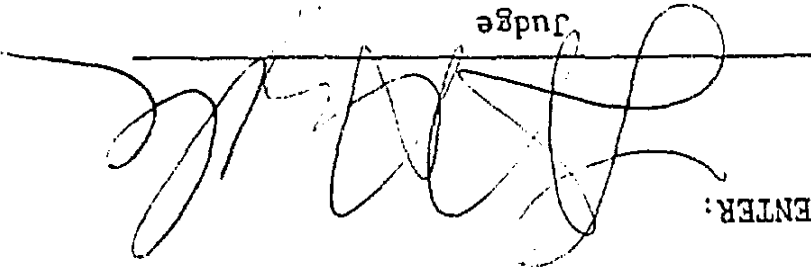
205 West Wacker Drive • Chicago, Illinois 60605

ROBERT T. WILKIE  
MARGARET A. OLSON  
ALBERT KOEHL  
MARSHALL F. KNOX  
MARTHA J. JANITHO  
MAE M. HUNTER  
EDNA C. FANNING  
JUDY CHEWIS  
CLARK B. STUBBS  
SOL F. ROZEL

P. M. S. T. P. Pension and Retirement Fund of Chicago

3508102

Judge



ENTER:

DATED: \_\_\_\_\_

terms of this judgment are complied with.  
over the subject matter and the parties hereto until all of the

C. That the Court shall have and retain jurisdiction  
all of its provisions are hereby incorporated into this judgment.

verbatim as the Decree of this Court. That said Agreement and  
effect as if said provisions were in this Paragraph set forth  
adopted as the Orders of this Court with the same full force and  
and they are hereby expressly ratified, approved, confirmed, and  
parties dated September 7, 1983, and all of its provisions be,  
B. That the Property Settlement Agreement between the

is freed from the obligations thereof.  
dissolved accordingly, and the parties are and each of them  
be and the same are hereby dissolved, and the same are  
Petitioner, ANNE HART, and the Respondent, DENNIS J. HART,  
A. That the bonds of matrimony existing between the

DOTH ORDER, ADJUDGE, AND DECREE, as follows:  
vested, and the Statute in such case made and provided,  
and this Court by virtue of the power and authority therein  
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED,

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(10-84) CCDC-6-0 | 3 0 5 0 0 1 Clerk

March 19, 1986 day of Clerk

the seat of said Court, in said County, this 19th

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

and defendant/respondent, DENNIS J. HART

plaintiff/petitioner ANNE HART

in a certain cause lately pending in said Court, between

.....

and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect

STATE OF ILLINOIS, COUNTY OF COOK, ss.

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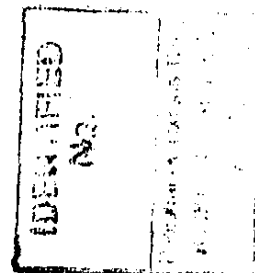
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REGISTRAR OF TITLES

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INTERCOUNTY

TITLE INS. CO. 5/087708

BOX 97